

SOURCE	Co.		
EFF.	90	04	20
TERM.	92	01	31
No. OF EMPLOYEES	26		
NOMBRE D'EMPLOYÉS	26		

# AGREEMENT

BETWEEN

**Nestlé Enterprises Ltd.**  
**Nestlé Division**  
**Chesterville, Ontario**

and

**Retail, Wholesale and  
 Department Store Union,  
 Local 488**

**Office, Clerical and Laboratory  
 Employees**

**Chartered By the Retail, Wholesale  
 and Department Store Union  
 (A.F.L.-C.I.O.-C.L.C.)**

**EXPIRY DATE: January 31, 1992**

0897201

## CONTENTS

Article	Page
1 Recognition	2
2 Management Functions	2
3 Union Security	3
4 Non-Discrimination	4
5 Union Activities	4
6 Strikes and Lockouts	5
7 Grievance Procedure	6
8 Disciplinary Procedure	9
9 Notification of Absence from Work	11
10 Seniority	11
11 Lay-Off <b>and</b> Recall	14
12 Promotions and Transfers	16
13 Hours of Work and Overtime	18
14 Jury Duty Pay	20
15 Bereavement Allowance	21
16 Holiday Pay Plan	22
17 Vacation Plan	24
18 Wages	25
19 Emergency Work Call-In Pay	27
20 Safety and Health	27
21 Pension and Insurances	28
22 Modification, Renewal and Termination	29
Appendix A - Wage Schedule Effective October 29, 1989	31
Appendix B - Wage Schedule Effective February 1, 1990	32
Appendix C - Wage Schedule Effective February 1, 1991	33
Seniority List	35
Letters of Agreement	36

**AUG 14 1990**

## **COLLECTIVE AGREEMENT**

This COLLECTIVE BARGAINING AGREEMENT made and entered into this 20th day of April, 1990.

BY AND BETWEEN

**NESTLE ENTERPRISES LIMITED**  
NESTLE DIVISION  
Chesterville, Ontario

(hereinafter referred to as the "Company")

and

**RETAIL, WHOLESALE AND DEPARTMENT  
STORE UNION, LOCAL 488**

Chartered by the Retail, Wholesale and  
Department Store Union  
(A.F.L.-C.I.O.-C.L.C.)

Office, Clerical and Laboratory Employees

(hereinafter referred to as the "Union")

WITNESSETH that —

It is the general purpose of this Agreement to promote and improve relations between the Company and the Union and the employees of the Company in the bargaining unit, and to set forth the rates of pay, hours of work and working conditions of employment.



## ARTICLE I RECOGNITION

(1.01) The Company recognizes the Union as the sole and exclusive bargaining agent for all office, clerical and laboratory employees of Nestle Enterprises Limited, Nestle Division, located at 145 Main Street North, Chesterville, Ontario save and except supervisors, persons above the rank of supervisor, security guards, the classifications of confidential secretary to the director of production, senior production scheduler, production scheduler, as well as students employed during the school vacation periods.

(1.02) The Company will supply the Union with a list of the names of all department heads, and will indicate by appropriate **job** titles the nature and extent of their authority, and will keep such list up to date at all times.

(1.03) Throughout this Agreement, where the masculine pronoun is used to represent an employee, it is understood and agreed that it is applicable to all employees.

## ARTICLE II MANAGEMENT FUNCTIONS

(2.01) The Union acknowledges that it is the right of the Company to:

a) Maintain order, discipline and efficiency.

b) Hire, promote, demote and transfer employees.

c) Suspend, discipline or discharge, for just cause, any employee, subject to the right of the employee to submit a grievance.

d) Operate and manage its business in all respects in accordance with its obligations, and to make and alter from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this agreement.

e) Determine the number and locations of plants, the products to be manufactured, methods of manufacturing, schedules of production, types and locations of machines and tools to be used, processes of manufacturing and assembling, the engineering and designing of its products, and the control of materials and parts to be incorporated in the products produced.

### **ARTICLE III UNION SECURITY**

(3.01) It shall be a condition of employ-

ment for all new employees to become members of the Union at the completion of their probationary period.

(3.02) The Company shall, for the term of this Agreement, deduct monthly Union dues and initiation fees. Dues will be deducted starting from the date of completion of the probation period for all employees who individually certify in writing authorization for such deductions. The Company shall remit all sums deducted in this manner to the Union on a monthly basis.

#### **ARTICLE IV NON-DISCRIMINATION**

(4.01) The Company and the Union agree that there shall be no discrimination toward any employee or applicant for employment because of race, creed, color, national origin, ancestry, or sex as defined in the Ontario Human Rights Code.

#### **ARTICLE V UNION ACTIVITIES**

(5.01) No employee shall be discriminated against or discharged for his activity as a Union member or for doing committee work or other **work for the** Union provided, however, that these Union activities do not interfere with his work **or** the work of other employees.

(5.02) The International Representative of the Union shall be allowed to visit the premises of the Company after first making his presence known to Management, provided that his activities do not interfere with the work of the employee.

(5.03) The Company shall recognize a Grievance and Negotiation Committee, the members of which shall be paid for that part of their *regularly* scheduled working hours devoted to attendance at grievance and negotiating meetings. This Committee shall be comprised of not more than three (3) employees.

(5.04) The Company agrees that the Union shall have the use of a designated bulletin board for the posting of Union notices, subject to Management approval.

(5.05) Subject to business conditions a maximum of two (2) employees shall be granted a leave of absence to attend Union conventions provided that at least seven (7) days' notice is given to the Company. The leave shall be granted without pay and without loss of seniority provided the leave shall not exceed a period of two (2) weeks.

## **ARTICLE VI STRIKES AND LOCKOUTS**

(6.01) The Company and Union agree to abide by the "Ontario Labour Relations Act" with respect to strikes and lockouts.

## **ARTICLE VII GRIEVANCE PROCEDURE**

It is the desire of the parties hereto that any dispute arising out of the provisions of this Collective Agreement shall be adjusted as quickly as possible and shall be settled as follows:

### **(7.01) Step 1**

If an employee has any complaint or question which might result in a written grievance, he may be accompanied by his Steward to discuss the matter with the Supervisor concerned.

### **(7.02) Step 2**

An employee having complied with the above provision who wishes to lodge a written grievance, shall be entitled to have the assistance of a Union Representative in preparing such grievance. The employee shall submit it to the Supervisor who shall give an answer in writing within (3) working days of the presentation of the grievance, unless otherwise agreed. It shall be optional for the Company to decline any grievance submitted more than five (5) working days from the date that the employee should have normally been aware of the matter giving rise to the grievance, except in the case of a grievance claiming failure on the part of the Company to give the required notice of recall, in which instance, the period of time shall be thirty (30) days. Probationary employees



are entitled to lodge a grievance in the same manner, and to the same extent as regular employees, except with respect to their separation from employment.

**(7.03) Step 3**

Failing a satisfactory settlement of the grievance, the grievance may be presented within three (3) working days from the Supervisor's disposition above to the Manager, Human Resources to be taken up at a meeting between Management Representatives and the Office, Clerical and Laboratory Union Committee, which meeting will be held within five (5) working days from receipt of the grievance. Unless otherwise agreed, Management shall render its decision in writing within five (5) working days following the meeting.

(7.04) **Any** grievance for which a written response has not been given by the Employer within the time limits may be processed in writing to the next stage, within the time limits stipulated for filing to the next stage.

**(7.05)** If the decision of Management is not satisfactory to the employee concerned, the Union Chairman may, by serving written notice within fifteen (15) days on which Management's decision was received, appeal therefrom to an impartial arbitrator selected by the Company and the Union.

The decision of the arbitrator shall be final and binding on both parties. The fees and expenses of the arbitrator shall be shared equally by the parties hereto.

(7.06) An employee with seniority, who is discharged, may present a grievance in writing through the Office, Clerical and Laboratory Union Committee to the Manager, Human Resources within three (3) working days of the employee's receipt of written notice of discharge and Management will review the grievance with the Committee and render a decision within three (3) working days after such review. If the decision of Management is not acceptable to the aggrieved, the grievance may be appealed to the arbitrator as herein provided.

(7.07) No matter may be submitted to an arbitrator which has not been properly carried through all previous stages of the grievance procedure, and no person may be appointed as an arbitrator who has taken part in an attempt to negotiate or settle the grievance.

(7.08) When a grievance which affects the rates of pay of an employee is settled in a manner which involves a change in rate, such change shall be limited retroactively up to but not to exceed ninety (90) calendar days prior to the date on which the grievance was first submitted in writing to the Company.

(7.09) At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee(s) concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to the work area to view disputed operations and to confer with the necessary witnesses.

(7.10) An arbitrator shall not alter, add to, subtract from, modify or amend any part of this Agreement. He shall, however, in respect of a grievance involving the suspension or discharge of an employee, be entitled to modify or set aside such penalty, if, in the opinion of the arbitrator, it is just and equitable to do so.

(7.11) *It* is further agreed that Section 44 (6) of the Ontario Labour Relations Act shall not apply.

## **ARTICLE VIII DISCIPLINARY PROCEDURE**

(8.01) Before an employee is officially interviewed by a member(s) of Supervision for the purpose of investigating alleged misconduct, which may result in his being disciplined, suspended or discharged, he will be notified of such purpose and of his right to have his Union Representative present at such an interview.

If such employee is a Union Represen-

tative he will be notified of his right to have another Union Representative present at such an interview.

(8.02) Any employee who has been suspended or discharged shall be advised in writing of the reason, and before he is required to leave the plant he shall be permitted an interview with the Union Representative in an office designated by Management.

(8.03) Notice of disciplinary action (including the issuance of a written warning), must be given or mailed within a reasonable time not to exceed ten (10) working days from the date of the offence, except in cases where the Company is unable to take such action within this period because the offence did not and could not reasonably have become known to the Company within such a period. In **such** cases the Company must take disciplinary action within ten (10) working days of the date on which the offence was discovered.

(8.04) Any written warning will remain against that employee's record for a period of eighteen (18) calendar months, after which it will be destroyed and not be used against him.

(8.05) The Office, Clerical and Laboratory Union Chairman will **be** given or mailed a copy of any written warning or

notice of suspension or discharge as referred to in 8.03 above issued to an employee as soon as possible but in no event later than one working day of twenty-four (24) hours after issuance of such warning or notice to the employee.

## **ARTICLE IX NOTIFICATION OF ABSENCE FROM WORK**

(9.01) An employee when absent shall be required to notify the Security Guard, the Human Resources Department, or his Supervisor, as soon as possible before the starting time of his first day of absence. A minimum of one-half ( $\frac{1}{2}$ ) hour's notice must be given, wherever possible. Failing such notification, the absence may be considered unjustified. An employee when absent shall also be required to give prior notification of his date of return to work from such absence.

## **ARTICLE X SENIORITY**

(10.01) Fundamentally, rules respecting seniority are designed to provide employees with an equitable measure of security based on length of continuous service with the Company except as otherwise **provided** for in this Agreement.

(10.02) An employee shall acquire seniority rights when he has worked a total

of ninety (90) working days within any period of twelve (12) consecutive months. An employee's seniority date will be calculated to be ninety (90) working days prior to the date on which he acquired seniority.

(10.03) An employee shall be a probationary employee until he has acquired seniority rights at which time he shall become a regular employee. The retention of probationary employees shall be solely at the discretion of the Company. There shall be no seniority among probationary employees.

(10.04) a) An employee transferred out of the bargaining unit for a period of six (6) months or less and who is thereafter transferred again to a position included in the bargaining unit shall return to the bargaining unit with a seniority date that represents the seniority he had accumulated immediately prior to his transfer out of the bargaining unit.

b) An employee transferred to a position included in the bargaining unit, **as** provided for in Clause **(a)** shall be transferred to a classification in which he worked immediately prior to his transfer from the unit and shall displace the junior employee in that classification. If that classification no longer exists or if the employee's seniority does not entitle him to displace the junior employee in the classification, **he**

shall, seniority, and sufficient skill, ability and qualifications permitting, displace the junior employee in the bargaining unit and shall enjoy seniority rights in all respects according to the provisions of this Agreement.

(10.05) The Company will post in suitable locations, a seniority list showing the name, classification and seniority of each employee in the bargaining unit and will revise the list every six (6) months. Each Union Representative will be provided a copy of the seniority list.

(10.06) An employee shall lose his probationary time and his seniority, have his employment terminated and his name removed from the seniority list for any of the following reasons:

- a) If the employee voluntarily terminates his employment with the Company.
- b) If the employee is discharged and such discharge is not reversed through the grievance procedure or otherwise.
- c) If a laid off employee fails to return to work within three days after notification shall have been delivered or mailed (registered) to the last address on record with the Company.

d) If the employee fails to return to work on completion of a leave of absence.

e) If the employee is absent from work for one (1) or more consecutive work days unless Management is notified within the second day of such absence, unless prevented from doing so because of serious illness or accident.

f) If an employee is laid off for a period of twelve (12) months.

g) If an employee is absent due to illness or incapacitation for a continuous period equal to the seniority he had acquired at the time of the beginning of such illness or incapacitation, or thirty (30) months, whichever is the lesser.

h) If the employee retires or is retired.

## **ARTICLE XI LAY-OFF AND RECALL**

(11.01) In the event of a reduction of available work in any classification, the employee in such classification having the least amount of seniority will be laid off. The affected employee shall displace the junior employee in a classification



previously performed satisfactorily by the affected employee.

(11.02) In the event the affected employee is unable to displace an employee as provided in Clause 11.01 above, he shall displace the junior employee in a wage level which is at the same or one (1) level below the wage level held by the affected employee, or failing that he shall displace the junior employee in successively lower levels and must accept the first job for which he has the sufficient skill, ability and qualifications. Such an affected employee shall retain his regular rate of pay for a period of thirty (30) working days.

(11.03) In the event the affected employee is unable to displace an employee as provided in Clauses 11.01 and 11.02 above, he shall continue to be laid off.

(11.04) In order to carry out the intent of this Article, the Company shall first lay off probationary employees provided that employees with seniority have sufficient skill, ability and qualifications to do the work of the employee(s) to be laid off.

(11.05) The Company shall give a minimum of 2 working days prior notice of layoff, except for causes which are beyond the control of the Company.

(11.06) When there is an increase in the

work force, laid off employees will be recalled in the reverse order of the lay off procedure provided they have sufficient skill, ability and qualifications to perform the available work, and that such layoff was less than twelve (12) consecutive months. In the event such layoff was more than twelve (12) consecutive months, an increase in the work force will be performed in accordance with Clause 12.02.

(11.07) In the event of a layoff, a list of employees to be laid off will be made available to the Office, Clerical and Laboratory Union Chairman.

(11.08) Severance Pay shall be provided in accordance with the Employment Standards Act.

## **ARTICLE XII PROMOTIONS AND TRANSFERS**

(12.01) Promotions and transfers shall be based on skill, ability and qualifications. If the skill, ability and qualifications of employees being considered is relatively equal, the employee with the greater seniority will be entitled to the position.

(12.02) The Company will post job vacancies for a period of three (3) working days. A maximum of two (2) subsequent postings will be made after which the Company may fill the resulting vacancy as it may deem appropriate. All applications

shall be made in writing and dated, with a copy to be given to the Union.

(12.03) It shall be optional for the Company to consider the application of an employee, referred to in Clause 12.02, who has been employed in his then current **classificaiton** for a period of less than six **(6)** months.

(12.04) Probationary employees are excluded from the provisions of Clause 12.02.

(12.05) The provisions of this Article shall not apply to positions created **by** a temporary condition of not longer than six (6) months. However, this period may be extended by mutual agreement of the parties. Such positions shall not be regarded as promotional or transfer opportunities.

(12.06) If a promoted or transferred employee has demonstrated that he cannot perform the work required, the Company shall retain the right, during the first three (3) months on the job, to remove such employee from the job and return him to his former job. An employee affected as a result of a promoted or transferred employee being returned to his **job** will, **in** a like manner, be returned to his former job.

(12.07) An employee included in the bargaining unit shall not be transferred to a position excluded from the bargaining unit unless the employee concerned agrees *to* such transfer.

## ARTICLE XIII HOURS OF WORK AND OVERTIME

(13.01) Insofar as business conditions will permit, an employees' normal daily hours will be eight (8), and normal weekly hours will be forty (40), Monday through Friday.

(13.02) The Company shall provide for two (2) rest breaks, each of 15 minutes duration, during their shift.

(13.03) Employees shall be paid for all regular hours worked.

(13.04) An employee shall receive payment at time and one-half his equivalent hourly rate for authorized work performed in excess of his regular shift hours in any one day or week. However, employees shall not receive such payment for such excess time worked if it be less than  $\frac{1}{4}$  hour in any one day except that such time will be paid for when the employee is directed to work by his Supervisor.

(13.05) **All** work performed on Saturday shall be paid at the premium rate of time and one-half the employee's regular rate of pay and at the rate of double time for Sunday. When there is unauthorized absence by and employee in the particular work week the week-end premium shall be paid at straight time for the number of hours to be absorbed.

(13.06) The assignment of overtime shall be made from the employees on the premises by first asking employee(s) normally performing the job on which the overtime is required, and then proceeding in order of seniority through the department until the required number of workers possessing the required skills is obtained. Failing this the assignment will be made by selecting the junior employee(s) possessing the required skills. Employee(s) thus assigned, will then be required to perform the overtime work. In the event that there are no employees possessing the required skills on the premises, the assignment of overtime work will be made by first asking the employee(s) normally performing the job for which the overtime is required, and then proceeding in order of seniority through the department until the required number of workers possessing the required skills is obtained.

For the purpose of this Clause, employee(s) normally performing the job(s) will include any employee temporarily performing the work in question during that work week.

(13.07) There shall be no pyramiding of overtime and/or premium payments.

(13.08) An employee scheduled to work the afternoon or night shift shall be paid, in addition to his regular wage, a special premium payment of fifty-three (53) cents

per hour (fifty-eight (58) cents per hour effective February 1, 1991) for all hours worked on that shift.

(13.09) Unless otherwise mutually agreed upon, pay periods shall be on a weekly basis with the date being Thursday, except where there is a mechanical/electrical breakdown in which case the pay day may be Friday if necessary. In the event of a pay date falling on a holiday the pay date shall be the preceding date except in case, or cases of emergency over which the Company has no control. The occurrence of one or more statutory holidays in a pay week may necessitate a Friday pay date.

(13.10) An employee who is required to continue at work for a minimum of three (3) hours on Monday to Friday, following the completion of his regular shift, or after four (4) hours on Saturday or Sunday, will be provided with a \$5.50 meal allowance.

#### **ARTICLE XIV JURY DUTY PAY**

(14.01) An employee with seniority who is summoned and reports for Jury Duty, or is subpoenaed as a Crown Witness, as prescribed by applicable law, shall be paid by the Company an amount equal to the difference between the amount of regular wage the employee otherwise would have earned by working straight time hours on that day and the daily Jury Duty fee paid

by the court (not including travel allowances or reimbursement of expenses) for each day on which he otherwise would have been scheduled to work for the Company.

In order to receive payment, an employee must give the Company prior notice that he has been summoned for Jury Duty and must furnish satisfactory evidence that he reported for or performed Jury Duty on the days for which he claims such payment.

## **ARTICLE XV BEREAVEMENT ALLOWANCE**

**(15.01)** In the event of a death in the employee's family bereavement allowance with pay will be granted as follows: five (5) days pay will be granted if the employee's spouse or child dies; up to three (3) days for a parent, sister, brother, grandparents, parents-in-law; up to one (1) day for a sister-in-law, brother-in-law or spouses grandparent. Payment shall be at his regular wage for the straight time hours the employee is scheduled to work (excluding Saturdays and Sundays) immediately following the date of death provided he attends the funeral. In the event, however, that the employee is unable to attend the funeral, he will be granted one day's compassionate leave with pay, at his regular wage for the straight time hours the employee is scheduled to **work** (excluding

Saturdays and Sundays) immediately following the date of death.

In the case of an employee who is granted a leave of absence due to the illness of a member of his immediate family, as above defined, and such family member dies within the first seven (7) calendar days of the leave, the requirement that the employee otherwise be scheduled to work will be waived.

## **ARTICLE XVI HOLIDAY PAY PLAN**

(16.01) The following shall be recognized as holidays for the purpose of this Agreement: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day (December 26th) and four (4) additional holidays, the dates of which the Company shall announce in January of each year. These days may be applied to an employees birthday, anniversary, etc. Employees will receive eight (8) hours' pay on the above holidays provided they meet the following requirements:

a) Employee must have been on the payroll thirty (30) days prior to the holiday.

b) Employee must work the day before the holiday and the day following the holiday, if scheduled, unless excused by the Company.



(16.02) Employees required to work on such holidays shall receive time and one-half (1½) for all hours actually worked on the holiday in addition to eight (8) hours at their straight time rate.

(16.03) Holiday hours shall be from 12:01 a.m. of the day of the holiday to midnight of the holiday.

(16.04) In the event a holiday falls within the employee's vacation period he shall receive one (1) additional day of pay at the straight time rate or an additional day off, to be mutually agreed to between the Company and the employee.

(16.05) Employees who are off work due to illness shall be paid holiday pay for any holiday that falls within sixty (60) working days from the last day worked.

(16.06) Holidays falling on Sunday will be observed the following Monday and holidays falling on Saturday shall be observed the preceding Friday.

(16.07) If the Government of Ontario or Canada declares a statutory holiday other than those listed in this Clause 16.01, one of the Additional Holidays referred to in the same clause, shall be designated as that holiday.

## **ARTICLE XVII VACATION PLAN**

(17.01) An employee is eligible for two (2) weeks of vacation after he has worked twelve (12) continuous months and has passed his anniversary date of employment.

(17.02) An employee is eligible for three (3) weeks of vacation any time after January 1st in the year in which he will have completed five (5) years of continuous service.

(17.03) An employee is eligible for four (4) weeks of vacation any time after January 1st in the year in which he will have completed ten (10) years of continuous service.

(17.04) An employee is eligible for five (5) weeks of vacation any time after January 1st in the year in which he will have completed nineteen (19) years of continuous service.

(17.05) An employee is eligible for six (6) weeks of vacation any time after January 1st in the year in which he will have completed twenty-nine (29) years of continuous service.

(17.06) After accumulating the required service to qualify for two (2), three (3), four (4), five (5), and six (6) weeks of vacation, an employee working during the current calendar year, upon layoff and/or leave of

absence, and/or absence caused by illness or injury, in excess of six (6) months shall be entitled to vacation pay equal to two percent (2%) of their earnings from their last anniversary date of hiring for each week of vacation eligibility that the employee has accumulated.

(17.07) Regular vacation pay (as distinct from pro-rata vacation pay as in Clause 17.06 shall be forty **(40)** hours for each week of vacation at the employee's straight time hourly rate or two (2) percent of his previous calendar year earnings, whichever is greater.

(17.08) If there is any conflict between two (2) or more employees as to vacation periods, the Company shall give preference in choice of times to the employee with the greatest seniority, insofar as business conditions permit.

(17.09) The Company will schedule an employees' vacation period(s) to coincide with the annual plant shutdown, if business conditions warrant. All other vacation shall be scheduled on the basis of seniority subject to the needs of the business.

## **ARTICLE XVIII WAGES**

(18.01) Attached as Appendix B is a schedule of wage levels. New employees

and those promoted will be paid at the Starting Rate and will be adjusted to the Job Rate after they have worked ninety (90) days on the job.

(18.02) a) Where an employee is assigned for the convenience of the Company, and where work is still available on his own job, he will be paid the wage of his own job or of the job he is assigned, whichever is greater provided that he has worked more than one (1) day at any one time in the higher rated classification.

b) Where an employee is assigned temporarily to a lower classification, he shall be paid the wage of his own job unless the temporary assignment was at his own request or as an alternative to his being laid-off.

(18.03) When the Company introduces a new job into the bargaining unit or revises an existing job, the Company will establish a classification and wage level for that job. A written notice of the classification and wage level will be given to the Union within thirty (30) days of the establishment of such classification and wage level.

(18.04) If the Union disagrees with the classification or wage level established by the Company, the Union may file a grievance directly with the Manager, Human Resources as outlined in Clause

7.03 within thirty (30) days of the date of the notice provided for in Clause 18.03.

(18.05) If the parties fail to agree on a classification or wage level for the established job, the Union may submit the matter to an arbitrator as provided in Clause 7.05. The arbitrator's decision shall be limited to the matter in dispute and to determining the propriety of the classification and the wage level of the job in dispute.

## **ARTICLE XIX EMERGENCY WORK CALL-IN PAY**

(19.01) Should any employee perform authorized emergency work after having completed his scheduled shift, and before his starting time for his next scheduled shift he will be paid a minimum of three (3) hours pay at his straight time rate. However, if the calculated overtime payment is greater, the greater will govern.

## **ARTICLE XX SAFETY AND HEALTH**

(20.01) The Company will make reasonable provisions for the safety and health of its employees during working hours and the Union agrees to assist the Company in maintaining proper observation of all safety and health rules.


(20.02) The Company shall provide for the laundering of the work clothing supplied to employee's who have been designated as requiring such clothing on the job. Clothing so supplied must remain on the premises at all times and will be the property of the Company.

(20.03) The Company will reimburse each employee up to one hundred dollars (\$100) per year for the purchase of one (1) pair of approved safety shoes, where such is required on the job. This footwear must remain on the premises at all times and will **be** the property of the Company.

## **ARTICLE XXI PENSION AND INSURANCES**

(21.01) Eligible employees covered by this Agreement shall be provided with the same Health and Welfare benefits as are provided to the factory employees under Article 18 of the factory collective agreement, for the life of this Agreement. Exceptions to this provision are detailed in the attached Letter of Agreement - "Short Term/Long Term Disability Plans".

(21.02) Maternity Leave shall be granted in accordance with the Employment Standards Act. The Company will maintain the cost of benefits except for **Short and Long Term Disability during the period of Maternity Leave.**



**ARTICLE XXII  
MODIFICATION, RENEWAL AND  
TERMINATION**

(22.01) This Agreement shall become effective on the 20th day of April, 1990 and shall continue in effect up to and including the 31st of January, 1992. It shall continue after that date unless either party gives to the other party notice in writing of its intention to terminate the Agreement, or of its desire to modify or amend any section or provision thereof. Such notice must be given not more than seventy-five (75) days prior to an anniversary date, and not less than thirty (30) days prior to an anniversary date.

If notice of desire to modify or amend any section or provisions of the Agreement is given by either party, pursuant to the above hereof, negotiations shall commence not later than twenty (20) days after receipt in agreement prior to the anniversary date of this Agreement, then this Agreement shall continue in full force and effect for such extended period as may be mutually agreed upon.

Signed at Chesterville, this 20th day of  
April 1990.

For  
THE COMPANY

**R. Thorne**  
**J. W. Cummings**

For  
THE LOCAL UNION

**Carolyn Ducolon**  
**S. McWade**  
**Donna Fawcett**

For  
THE INTERNATIONAL UNION

**James Donnelly**



**APPENDIX A**  
**WAGE SCHEDULE EFFECTIVE OCTOBER 29, 1989**

<b>Level</b>	<b>Classification</b>	<b>Starting Rate</b>	<b>Job Rate</b>
1	Production Clerk I Receptionist/Clerk Laboratory Assistant I	\$ 7.91	\$ 9.89
2	Traffic Clerk Accounting Clerk I Production Clerk II	8.59	10.73
3	Laboratory Assistant II	9.52	11.90
4	Secretary/Clerk Payroll Clerk	9.81	12.27

5	N/A	9.97	12.46
6	Laboratory Technician Materials Clerk	10.16	12.70

**APPENDIX B**  
**WAGE SCHEDULE EFFECTIVE FEBRUARY 1, 1990**

<b>Level</b>	<b>Classification</b>	<b>Starting Rate</b>	<b>Job Rate</b>
1	Receptionist/Clerk Laboratory Assistant I	\$ 8.46	\$10.58
2	Production Clerk I	9.19	11.48

3	Traffic Clerk Accounting Clerk I Production Clerk II Laboratory Assistant II	10.19	12.73
4	Secretary/Clerk	10.50	13.13
5	Payroll Clerk	10.67	13.33
6	Laboratory Technician Materials Clerk	10.87	13.59

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**APPENDIX C**  
**WAGE SCHEDULE EFFECTIVE FEBRUARY 1, 1991**

<b>Level</b>	<b>Classification</b>	<b>Starting Rate</b>	<b>Job Rate</b>
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1	Receptionist/Clerk Laboratory Assistant I	\$ 8.97	\$11.21
2	Production Clerk I	9.74	12.17
3	Traffic Clerk Accounting Clerk I Production Clerk II Laboratory Assistant II	10.80	13.49
4	Secretary/Clerk	11.13	13.92
5	Payroll Clerk	11.31	14.13
6	Laboratory Technician Materials Clerk	11.52	14.41

Nestle Division - Chesterville

**SENIORITY LIST  
OFFICE, CLERICAL AND LABORATORY  
EMPLOYEES**

<b>Name</b>	<b>Seniority Date</b>
RAISTRICK, Elzeon	Mar. 28, 1966
DROPPO, Erva	Dec. 12, 1966
KILBY, Lorna	July 16, 1968
McRAE, Corrie	Sept. 2, 1969
FAWCETT, Donna	Oct. 12, 1971
STEVENS, Susan	Jan. 2, 1974
ARMSTRONG, Freida	May 13, 1974
MERKLEY, Margaret	Mar. 15, 1976
DUCOLON, Carolyn	Dec. 6, 1976
SEYMOUR, Bonny	Feb. 21, 1977
SCOTT, Lucille	Apr. 3, 1978
SMITH, Karen	July 3, 1979
McMILLAN, Ann	Sept. 17, 1979
COOK, Ann	Apr. 1, 1980
KELLY, Jennifer	Apr. 6, 1981
CROSS, Marilyn	Nov. 16, 1981
HUTT, Nancy	Sept. 13, 1982
McMAHON, Valerie	June 5, 1985
BARKLEY, Beth	Dec. 2, 1985
FEELEY, Patsy	Feb. 11, 1986
MORRISON, Virginia	Oct. 26, 1987
WILSON, Heather	June 25, 1988
FODREK, Maureen	Sept. 29, 1988
TURCOTTE, Shirley	Mar. 7, 1989
SERVAGE, Debra	May 1, 1989
WERELEY, Jessica	Nov. 24, 1989

Effective Date: April 1, 1990

## LETTERS OF AGREEMENT

### Short Term/Long Term Disability Plans

Notwithstanding the provisions of Clause 21.01 of this collective agreement, employees will be covered by a Short Term ~~Disability Plan~~ **Disability Plan which will be the same as** that currently being provided **to** Nestle's salaried employees, until such time as Pay Equity has been achieved. An employee paid Long Term Disability Plan providing benefits equivalent to the Nestle salaried employees Long Term Disability Plan shall be provided on the same **basis**.

**At** the time that Pay Equity has been achieved these **benefits shall** cease and employees shall become covered by the Nestle **Chesterville** factory Short Term/Long Term Disability Plans.

The Parties have agreed that Pay Equity will be achieved by December **31, 1992**.

Dated at **Chesterville** this 20th day of April **1990**.

Carolyn Ducolon  
For the Union

R. Thorne  
For the Company

## Company Pension Plan

1. Effective on the date of ratification all employees, except those listed below, shall withdraw from the Pension Plan and will be considered as "Leavers" in accordance with the rules of the Pension Plan.
2. Ann Cook and Erva Droppo may elect to remain in the Pension Plan until the month in which they have reached the age of 55. At that point in time they must elect to take an early retirement as a Nestle Pensioner, or alternatively, to continue their employment with the Company and to withdraw from the Pension Plan on the same basis as other employees in paragraph 1 above.
2. The Company shall provide, for those interested employees, Payroll Deduction for voluntary contributions to the RRSP provided through Nestle Enterprises Ltd.

Dated at Chesterville this 20th day of April 1990.

Carolyn Ducolon  
For the Union

R. Thorne  
For the Company

## COLA

Although COLA does not form part of this collective agreement any such adjustments made to Chesterville factory employees will be applied to the members of the Office, Clerical and Laboratory bargaining unit for the duration of this agreement.

Dated at Chesterville this 20th day of April, 1990.

Carolyn Ducolon  
For the Union

R. Thorne  
For the Company



## Elzeon Raistrick

Elzeon Raistrick's current rate of pay will be red-circled until such time as the rate for Materials Clerk (Level 6) catches up. Until that time he will be paid, on a quarterly basis, an amount equal to the negotiated percentage increase for each regular hour paid based on the job rate for the Materials Clerk. Such increases will not be added to his hourly wage and will not be compounded on a year to year basis. This provision shall apply so long as he remains in the classification of Materials Clerk.

Dated at Chesterville this 20th day of April, 1990.

Carolyn Ducolon  
For the Union

R. Thorne  
For the Company